

WILMERHALE

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March 20, 2008

Becky Thorson, Esq.
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Re: *Kodak v. Speasl*, No. 1:05-cv-039164 (Cal. Super.); *St. Clair v. Samsung*, C.A. No. 04-1436 (D. Del.)

Dear Becky:

I write in response to your letter of March 20, 2008, in which you state that St. Clair “needs” to file the MOU with the United States District Court for the District of Delaware. Voluntarily disclosing the MOU to the District of Delaware will violate the explicit terms of the MOU and therefore constitute a material breach. St. Clair cannot simultaneously breach the MOU while claiming the benefit of the MOU. Accordingly, Kodak opposes St. Clair’s motion.

Very truly yours,



Michael J. Summersgill

cc: Vito DeBari, Esq.
Naikang Tsao, Esq.
David Ben-Meir, Esq.
John Desmarais, Esq.